

RESTRICTIVE COVENANTS FOR
CHRISTINA ESTATES ADDITION NO. 1

Document Number

Recording Area

Return to:
Graceland, LLC
8338 Corporate Drive, Ste. 300
Racine, WI 53406

Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44 and 45 of Christina Estates Addition No. 1, being a re-division of the following: Lot 2 of Certified Survey Map No. 2766; the North 33 feet of Lot 1 of Certified Survey Map No. 1761; Outlot 2 of Christina Estates - North Addition; and a vacated portion of Graceland Boulevard; being located in the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 3 North, Range 22 East of the Fourth Principal Meridian, in the Village of Mt. Pleasant, County of Racine and State of Wisconsin

FROM TAX KEY NUMBERS: 151-03-22-12-285-020
151-03-22-13-085-002
151-03-22-12-286-021

**RESTRICTIVE COVENANTS
FOR
CHRISTINA ESTATES ADDITION NO. 1**

Declaration of conditions, covenants, restrictions and easements regarding Christina Estates Addition No. 1, Village of Mount Pleasant, Racine County, Wisconsin (the "Declaration").

This declaration is made by Graceland, LLC, hereinafter called "Developer", as owner of certain real property in Racine County, Wisconsin:

WHEREAS, the Developer holds title to certain real estate located in the Village of Mount Pleasant, Racine County, Wisconsin, (the "Village") described in Exhibit A to this Declaration, which lands have been platted as Christina Estates Addition No. 1, said lands being hereinafter referred to as the "Subdivision"; and,

WHEREAS, this Declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in the Subdivision of the continuance of these standards.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties to be bound by these restrictive covenants, the Developer hereby imposes upon the lands described in Exhibit A and known as Christina Estates Addition No. 1, the conditions, covenants, restrictions and easements hereinafter set forth which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

1. GENERAL PURPOSE

The general purpose of this declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and secure the erection of attractive buildings designed and built in accordance with a harmonious theme, to secure the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper setbacks from streets.

II. DEFINITIONS.

- A. Plat. The recorded final plat of the Subdivision.
- B. Homeowner's Association. The Christina Estates Addition No. 1 Association, Inc., a Wisconsin Non-Stock Corporation.
- C. Developer's Agreement. The Agreement between the Village and the Developer for the development of the Subdivision.

III. TERMINATION

Except as otherwise specifically stated, the restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said Conditions, Covenants, Restrictions and easements shall be automatically extended for successive periods of ten (10) years unless the record owners of three-fourths (3/4) or more of the lots in the Subdivision shall:

A. Execute a written document modifying, amending or rescinding these conditions, covenants, restrictions and easements or any one or more of them in whole or in part; and

B. Record such document in the office of the Register of Deeds of Racine County, Wisconsin.

C. Sections III, XIV, XX, XXV, XXVII, XXVIII, XXIX, and XXX of these Restrictive Covenants are to be held in perpetuity and are not subject to termination, rescission, or modification as set forth in Paragraphs III (A) and III (B) above without the express written approval of Racine County and/or the Village of Mount Pleasant.

IV. SEVERABILITY

Invalidation of any provision of these restrictions by judgment or other court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

V. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed, or altered on any lot until the building plans, landscape plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks,

finished grade elevations, driveways and plantings by the Architectural Control Committee. **Such plans and specifications shall be submitted to the Architectural Control Committee and approved before a building permit from the Village of Mount Pleasant and/or Racine County is applied for.** *Two* copies of the building plan and two copies of the survey are to be submitted to the Architectural Control Committee. Upon approval, one copy of the plan and one copy of the survey will be returned to purchaser and one copy will be retained by the Architectural Control Committee.

A. The design layout and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of compatible design and quality to existing homes in the Subdivision and will have no substantial adverse effect on the property values in the neighborhood.

B. The approval or disapproval of the Architectural Control Committee as required by these covenants shall be in writing. Should the Architectural Control Committee fail to approve or disapprove such plans and specifications and the location **within thirty (30) days** after submission of the plans to it, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force, and the related covenants shall have been deemed to have been fully complied with.

C. The initial Architectural Control Committee is composed of David R. Lundberg and Raymond C. Leffler.

D. The address of the Architectural Control Committee is:

8338 Corporate Drive, Suite 300
Mount Pleasant, WI 53406

E. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

F. If, at any time, the Architectural Control Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all Subdivision lot owners as shown on the assessment rolls of the Village of Mount Pleasant and in the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

G. The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Subdivision.

VI. DWELLING QUALITY

The face of every outside wall of any residence, including chimney chases, shall be constructed of brick, stone, cedar, vinyl, aluminum or other materials approved by the Architectural Control Committee. All residences shall have roofs constructed of wood shingles, dimensional asphalt or fiberglass shingles, tile, slate or other material approved by the Architectural Control Committee with not less than a 6" to 12" (6/12) pitch. All residences shall have some brick or stone on the front elevation unless brick or stone would be contrary to the design of the home, and shall be approved by the Architectural Control Committee. All residences shall have a minimum of one window, in an acceptable size as determined by the Architectural Control Committee, on every elevation.

Every residence hereafter erected shall have minimum floor areas as follows:

1 Story (Ranch Style)	1500 sq. ft. minimum
2 Story (Traditional)	1700 sq. ft. minimum
1 ½ Story (Cape Cod/Contemporary)	1650 sq. ft. minimum

For purposes of this section "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade at front foundation line, basements, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters. Notwithstanding the foregoing minimum floor areas, if, in the opinion of the Architectural Control Committee, a home complies with the other requirements set forth in these restrictive covenants and conforms to the general plan for the Subdivision, the Architectural Control Committee may allow a variance in the minimum floor area not to exceed ten percent (10%) of the require minimum. However, in no circumstance shall any home be permitted with less than 1400 sq. ft.

VII. LANDSCAPE ARCHITECTURAL CONTROL

Final grading and stabilization of each lot shall be completed in accordance with the approved Master Grading Plan which is on file at the Village of Mount Pleasant, within one (1) year after issuance of occupancy permit. Stabilization shall include: seed and straw cover, hydro seed or sod.

VIII. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Village of Mount Pleasant ordinances. The **front yard** building setback line for each lot in the Subdivision shall be **fifteen (15)** feet from the front lot line unless written approval is received from the Architectural Control Committee. The **side yard** setback shall not be less than **eight (8)** feet on either side and the **rear yard** setback shall not be less than **twenty-five (25)** feet.

VIX. GARAGES, DRIVEWAYS, SERVICE WALKS AND SIDEWALKS

A minimum of a two (2) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. No construction of any apron for the purpose of storing any vehicle shall be permitted. Nothing in this section shall be construed to prohibit the construction of an attached garage which is larger than the minimum required by this section (up to a three car garage allowable) provided such garage is constructed in conformity with local ordinance. **Detached garages of any size are prohibited.**

To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop, brick or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways.

The Village of Mount Pleasant is requiring sidewalks be installed in front of each home located within the Subdivision. The homeowner shall install the sidewalks within one (1) year after issuance of the Occupancy Permit. Maintenance and repair of the sidewalk shall be the homeowners responsibility. Maintenance shall include, but not be limited to, snow and ice removal and replacement or cracked or heaved concrete sections over time.

X. UTILITIES AND ANTENNAS

All electric lines, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar devise or structure for the transmission or reception of electric signals of any nature shall be allowed on any lot within the Subdivision without the approval of the Architectural Control Committee. Any such exterior antenna,

satellite dish receiver or similar device shall not exceed 28" in diameter and shall not be visible from the street. There shall be no free-standing tower type antennas allowed in the subdivision.

XI. SOLAR ENERGY

Devices and systems for collection of solar energy are permitted within the Subdivision provided that the location and screening of any such system are approved by the Architectural Control Committee.

XII. HEDGES AND FENCES

A. Hedges, berms and fences shall be permitted provided that the same are located as required by these covenants and maintained by the lot owner and only with prior approval of the Architectural Control Committee.

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a lattice fence or wall of sufficient height to conceal the same, but no higher than four (4) feet, by shrubbery of sufficient density to accomplish the same purpose, or other approved screening. Storage of more than one (1) cord of firewood on a lot is prohibited.

C. No hedge may extend to a point nearer to the street on which the house fronts than the front foundation line of such house.

D. No fence shall be permitted to extend nearer to any street than the rear foundation line of the principal structure without the approval of the Architectural Control Committee.

E. Fences or walls shall be aesthetically pleasing and in keeping with the design and architectural style of the home. The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee. **Chain link fencing is specifically prohibited.**

F. Fencing in any easement area(s) is prohibited.

XIII. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. All lot owners shall abide by the Village of Mount Pleasant Ordinance regarding pet ownership within the Village limits. No separate outbuildings or enclosures may be erected or kept upon a lot for the purpose of housing or restraining any animal or pet unless such building or enclosure has a concrete paved floor and is physically attached to the residence

as part thereof. **Chain link dog runs are prohibited.**

XIV. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials which will give off odors of any kind, and all deposited fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Grading plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. **The finish grade for each lot shall conform to the master grading plan on record with the Village of Mount Pleasant.** Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Village of Mount Pleasant and Racine County. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of a building upon said lot and then only so much as is necessary and essential in the furtherance of such construction and in compliance with all applicable Village and County Ordinances. Any excess excavation of earth shall be removed from the building site.

XV. NOXIOUS ACTIVITY

No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on; and generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

See Section XXXIII regarding home offices.

XVI. SIGNS

No signs of any character, size, or description shall be maintained upon any lot in the Subdivision except signs of a size no larger than twelve (12) inches by eighteen (18) inches bearing the name, address, or both of the resident occupying such lot, security service warning signs or residential re-sale "For Sale" signs not to exceed twenty four (24) inches by twenty four (24) inches. The content, size and design of all signs shall be controlled by the Architectural Control Committee. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the sale and/or construction period. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision.

XVII. SWIMMING POOLS

Above ground swimming pools are specifically excluded. In ground swimming pools may be allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Village of Mount Pleasant. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation of the principal structure. No pool house shall exceed eight (8) by twelve (12) feet in size and all such pool houses shall be built of the same material and to the same architectural design as the accompanying house. .

XVIII. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within ninety (90) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains.

XIX. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked, stored or otherwise kept on any lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle. Outdoor storage of **any** vehicle with advertising of any type (other than car dealer emblems) is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.

XX. LOT AND OUTLOT MAINTENANCE

A. Lot Maintenance. Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the same lot shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with the Village of Mount Pleasant and Racine County ordinances regarding weed control. Each lot owner, at the sole cost and expense of that lot owner, shall permanently maintain all storm water drainage ditches and swales (“drainage facilities”) located within the boundaries of that owner’s lot, if any. The drainage facilities shall be maintained so as to allow the free flow of surface water into, over, across and through the lot, all pursuant to the approved storm water drainage plan on file with the Village of Mount Pleasant. All drainage facilities shall be maintained to the standards and specifications of the approved drainage plan. In the event that the Village Board of the Village of Mount Pleasant, in its sole discretion, finds that a lot owner has failed to fulfill the maintenance obligations as stated herein and according to

applicable ordinance, the Village of Mount Pleasant may perform maintenance on the drainage facilities and shall then levy the cost thereof as a special assessment against the defaulting lot under the provisions of Sections 66.0627 and 66.0703 of the Wisconsin Statutes. The Subdivider, its successors and assigns, herewith grant to the Village of Mount Pleasant, its agents and employees, a perpetual easement to enter upon all lots in the Subdivision for the purposes of maintaining storm water drainage facilities and any other utility located thereon pursuant to the terms herein stated. The dimensions of the various easements are set forth on the recorded plat for the Subdivision.

B. Easement Area Management and Maintenance. In the event the Developer, its successors and assigns, including the Homeowner's Association, should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay for the regular management and maintenance required for its properties within the Subdivision, the Village of Mount Pleasant may cause such management and maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of Section 66.0627 of the Wisconsin Statutes. Similarly, any unpaid balances, together with any penalties and interest thereon, may be collected by the Village of Mount Pleasant as a special assessment against all of the properties in the Subdivision which border the properties, or the Village of Mount Pleasant may seek a mandatory injunction requiring the Homeowner's Association to levy and collect assessments for such purpose.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of the Village of Mount Pleasant Village Board (upon review and recommendation of the Village of Mount Pleasant Plan Commission) and Racine County.

XXI. COMPLETION OF CONSTRUCTION

The interior and exterior construction (**including landscaping and driveways**) of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after commencement of construction; such time of completion shall be extended to the extent of any delay due to strike, lockouts and acts of God. In its sole discretion, the Architectural Control Committee shall determine 1) when a residence is substantially completed and ready for occupancy, subject to Village of Mount Pleasant and Racine County Ordinances; 2) the extent of the delay due to strike, lockouts and acts of God; and 3) may, for good cause, allow additional time for completion of construction.

XXII. TEMPORARY STRUCTURES

No structure of a temporary character, no boat, trailer, truck, basement, tent, shack, garage, barn or other outbuilding shall be used at anytime as residence either temporarily or

permanently. **No previously used building shall be moved on to any lot in the Subdivision from another location, this shall include outbuildings of any type.**

XXIII. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. To insure the attractive appearance of the Subdivision, all equipment shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners.

XXIV. ACCESSORY OR UTILITY BUILDINGS

Accessory buildings may be constructed within the Subdivision with the prior written approval of the Architectural Control Committee. The design, material and construction of each such accessory building must match the design, construction and material of the principal structure on the lot. The location of any accessory or utility building must be approved in writing by the Architectural Control Committee prior to any construction. A building permit may be required from the Village of Mount Pleasant and/or Racine County prior to the construction of said accessory building. For purposes of this Section XXIV, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the Architectural Control Committee. However, the Village of Mount Pleasant and Racine County permits, if required, are the responsibility of the lot owner.

XXV. MODIFICATION

This declaration may be amended at any time by the Developer as long as Developer retains ownership of any lot(s) in the Subdivision. Thereafter, this declaration may be amended at any time through execution of the owners of seventy-five percent (75%) of the residential lots in the Subdivision affected by these restrictive covenants of an amendment which shall take effect on the date of recording thereof in the office of the Register of Deeds for Racine County, Wisconsin. The Developer shall be exempt from any modifications made to these Restrictive Covenants for so long as the Developer retains title to any lot within the Subdivision.

No such modification(s) shall be made, however, without the prior written approval of the Village of Mount Pleasant Village Board (upon review and recommendation of the Village of Mount Pleasant Plan Commission) and Racine County.

XXVI. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to these restrictive covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage or enforce any of the covenants and restrictions herein contained.

XXVII. EASEMENTS

Easements have been reserved for various public and semi-public purposes as shown on the recorded plat and as within separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances. Prior to construction of improvements, or disturbance of any easement area, each lot owner should carefully review all recorded easements and contact the Village for any ordinances.

A. **Developer's Reservation and Right to Grant Easements.** Developer hereby reserves unto itself and for the Homeowner's Association the right to grant to public or semi-public utility companies, easements and rights-of-way over, across and through the Subdivision for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi public utility function that the Village of Mount Pleasant or Racine County may require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the lot owners hereby grant to the Developer and/or the Homeowner's Association power of attorney to execute all necessary documents for the creation of such easements on the lot Owner's behalf.

B. **Easements to Run with the Land.** All right and easements described herein are perpetual rights and easements appurtenant to/and running with the land and shall be binding upon and inure to the benefit of the lot owners.

XXVIII. HOMEOWNER'S ASSOCIATION

Developer has formed the Homeowner's Association for the lot owners in the Subdivision. The purpose of the Homeowner's Association is to enforce these Restrictive

Covenants and, if necessary, to maintain easement areas designated by the Plat.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
David R. Lundberg	Director
TO BE NAMED	Director

The Homeowner's Association shall be managed by the Board of Directors appointed by the Developer until such time as the Homeowner's Association is turned over to the lot owners according to the By-Laws for the Homeowner's Association. Each owner has been provided with a copy of the By-Laws. The Homeowner's Association will be governed by the By-Laws as established according to the laws of the State of Wisconsin.

The Homeowner's Association may not be terminated, regardless of the vote of the members of the Association, without the express written approval of the Village of Mount Pleasant.

XXIX. HOMEOWNER'S ASSOCIATION RESERVE FUND & ANNUAL FEE

Upon the transfer of title from the Developer to the initial purchaser, for each individual lot within the Subdivision, the purchaser shall, at the time of closing, pay a Reserve Fund Deposit to the Homeowner's Association in the amount of \$100.00 as a start-up fee. In addition, disclosure is made that the annual fee for the Homeowner's Association shall be \$50.00, which shall be pro-rated based on the date of closing. The fee of \$50.00 per year shall be due and payable in advance on the 1st day of January of each year. The Homeowner's Association may, from time to time, increase the annual fee after a majority vote of the lot owners at the annual Homeowner's Association meeting, or at any special meeting called for this purpose. Written notice of any meeting by the Homeowner's Association shall be mailed or delivered to the lot owners last known mailing address as recorded with the Village of Mount Pleasant for tax purposes. Additional fees may be imposed as required and pursuant to the Conservation Easement and Stewardship Plan.

It is hereby disclosed that the amounts shown above for the annual association fee of \$50.00 and the initial start-up fee of \$100.00 are shown for informational purposes only. The developer has the right to change the annual association fee and/or the initial start-up fee at any time prior to the transfer of ownership of any lot with no further authorization required. After the transfer of ownership of the first lot in the subdivision, the fees shown may only be changed as outlined in the By-Laws for the Christina Estates Addition No. 1 Association.

XXX. MAILBOX / U.S. POSTAL SERVICE DELIVERY

Purchasers of lots within the Christina Estates Addition No. 1 are hereby notified that the United States Postal Service may designate specific locations for the placement of mailboxes which may include single, double, triple and quad mailbox placements. Buyer shall be responsible for the purchase and installation of their mailbox. All mailboxes and posts shall be black in color and of a design approved by the Architectural Control Committee. All mailboxes shall be installed in accordance with the guidelines established by the United States Postal Service. Guidelines may be found at www.usps.com/manage/mailboxes.htm.

XXXI. YARD LAMP POST

The owner of each lot, upon construction of a residence thereon shall, at the time of construction, also erect and shall thereafter maintain on said lot an electric photocell yard lamp post located no closer than fifteen (15) from the curb and no further therefrom than twenty (20) feet. Each lamp post shall be black in color and of a design approved by the Architectural Control Committee.

XXXII. FUTURE DEVELOPMENT - ROADWAYS

Owners of lots in the Subdivision are advised that Calvin Lane and Hunter Drive will be extended in the future to service additional residential developments. A temporary turnaround easement for Calvin Lane is reserved and is set forth on the recorded plat. A temporary turnaround easement for Hunter Drive is located on the adjoining property to the east and is not visible on the recorded plat. At such time as Calvin Lane and Hunter Drive are extended, the temporary turnaround easements shall terminate.

XXXIII. HOME OFFICES

Only those home based businesses or professions that are allowed under the Village of Mount Pleasant Ordinances are permitted. See Chapter 90. Zoning Article 300. Uses Division 90-330 Accessory Uses and Structures '90-330.60 Home occupations. The Ordinance may be found on the Village of Mount Pleasant, Wisconsin website at www.mtpleasantwi.gov.

XXXIV. BASEMENT RESTRICTION

Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions which, due to the possible presence of groundwater near the surface, may require soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design a basement

and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

XXXV. ASSIGNMENT OF RIGHTS

These Restrictive Covenants provide for certain rights granted to the Village of Mount Pleasant. Assignment by the Village of Mount Pleasant of its interest in these Restrictive Covenants will occur automatically to any successor entity or entities, including any municipality of municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village.

XXXVI. AGREEMENT TO TERMS

By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and the right of enforcement of this declaration as aforesaid. These Restrictions shall run with the land and shall inure to the benefit of the Village of Mount Pleasant. These Deed Restrictions may only be amended with the written consent of the Village of Mount Pleasant.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Graceland, LLC has caused these presents to be executed this 25th day of February, 2022.

GRACELAND LLC

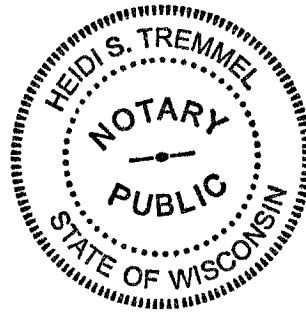
By: Raymond C. Leffler Member

By: David R. Lundberg Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 25th day of February, 2022, the above named Raymond C. Leffler and David R. Lundberg, Members of Graceland, LLC to me known to be the persons who executed the foregoing instrument as an act of the corporation, by its authority.

Heidi S. Tremmel
* Heidi S. Tremmel
Notary Public - State of Wisconsin
My Commission expires: 02/7/26



Attachments: Exhibit A - Legal Description

Document drafted by: Raymond C. Leffler
Return to: 8338 Corporate Drive, Suite 300
Mt. Pleasant, WI 53406

EXHIBIT A

Legal Description

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of Christina Estates Addition No. 1, being a re-division of the following: Lot 2 of Certified Survey Map No. 2766; the North 33 feet of Lot 1 of Certified Survey Map No. 1761; Outlot 2 of Christina Estates - North Addition; and a vacated portion of Graceland Boulevard; being located in the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 3 North, Range 22 East of the Fourth Principal Meridian, in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.